Case File: A-51, 52, 53-17



City of Raleigh Department of City Planning One Exchange Plaza Raleigh, NC 27601 (919) 996-2626 www.raleighnc.gov

Case File: A-51, 52, 53-17

Property Address: 1607 Ella Wiggins Way, 607 Velma Hopkins Lane and 609 Maywood Avenue

Property Owner: Falls Office Partners, LLC & Dunn Investments, LLC

Project Contact: Isabel Mattox

Nature of Case: A request for complete relief from the 3.5' side setback requirements for HVAC

equipment set forth in Section 1.5.4.D.2.a. of the Unified Development Ordinance so that detached houses can be constructed with 0' side setbacks for HVAC equipment for each of the three .04 acre parcels zoned Planned Development and Special Highway Overlay District-2 and respectively located at 1607 Ella

Wiggins Way, 607 Velma Hopkins Lane and 609 Maywood Avenue.



1607 Ella Wiggins Way, 607 Velma Hopkins Lane & 609 Maywood Avenue –Location Map

3/31/17 A-51,52, 53-17 **1**

Case File: A-51, 52, 53-17

To BOA: 4-10-17

Staff Coordinator: Eric S. Hodge, AICP

ZONING

DISTRICTS: Planned Development and Special Highway Overlay District-2



1607 Ella Wiggins Way, 607 Velma Hopkins Lane and 609 Maywood Avenue – Zoning Map

VARIANCE STANDARDS: In accordance with UDO <u>§10.2.10 Variance</u>, before a variance request is granted, the Board of Adjustment shall show all of the following:

To Legalize the Existing Structure:

1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.

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- 2. The hardship results from conditions that are peculiar to the property, such as location, size or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.
- 3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.
- 4. The requested variance is consistent with the spirit, purpose and intent of the ordinance, such that public safety is secured and substantial justice is achieved.

Section 1.5.4.D.2.a. Mechanical Equipment and Utility Lines

- a. Mechanical equipment associated with residential uses, such as HVAC units and security lighting, may extend into a required rear or side setback, provided that such extension is at least 3 feet from the vertical plane of any lot line.
- b. Solar panels or wind turbines may extend into a required rear or side setback, provided that such extension is at least 3 feet from the vertical plane of any lot line.
- c. Rainwater collection or harvesting systems may extend into a required rear or side setback, provided that such extension is at least 3 feet from the vertical plane of any lot line.
- d. Utility lines located underground and minor structures accessory to utility lines (such as hydrants, manholes and transformers and other cabinet structures) may extend into a required rear or side setback.

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Application for Variance





Department of City Planning | 1 Exchange Plaza, Suite 300 | Raleigh, NC 27601 | 919-996-2626 Submit application to: Development Services Customer Service Center, 1 Exchange Plaza, Suite 400, Raleigh, NC 27601

NATURE OF REQUEST	OFFICE USE ONLY
Nature of variance request (if more space is needed, submit addendum on separate sheet): Allow HVAC compressors to be permitted in the courtyard easement areas between houses without consideration of property line when permitted by an easement that has been mutually agreed to between both properties - please see attached for more details.	Transaction Number
Provide all previous transaction numbers for Coordinated Team Reviews, Due Diligence Sessions, or Pre-Submittal Conferences. If this property was the subject of a previous variance request, provide the case number.	A-52-17 A-53-17
Concurrent Review 449774, Sub 467487	

GENERAL INFO	PRMATION		
Property Address 1607 Ella Wiggins Way, 607 Velma Hopki	Date 3/8/17		
Property PIN 1703214910,1703212803,1703220094	HOD-2		
Nearest Intersection Herring St and Mayw	Property size (in acres) 0.04 acres (each)		
Property Owner Richard Johnson	Phone 919.271.1021	Fax	
Owner's Mailing Address 514-338 Daniels St. Raleigh 27605	Email richard.citysp	pace@gmail.com	
Project Contact Person Richard Johnson	Phone 919.271.1021	Fax	
Contact Person's Mailing Address richard.cityspace@gmail.co	Email richard.citysp	pace@gmail.com	
Property Owner Signature	Email		
Sworn and subscribed before me this	Notary Signature and Seal Flux M. Dabre My Commission E	e Fires: 12/10/2019	
	REPUBLICATION OF THE PROPERTY		

HVAC Variance Request for Caraleigh Commons

Request

Allow HVAC compressors to be permitted in the courtyard easement areas between <u>houses within</u> <u>0' of property line</u> when permitted by an easement that has been mutually agreed to between both properties.

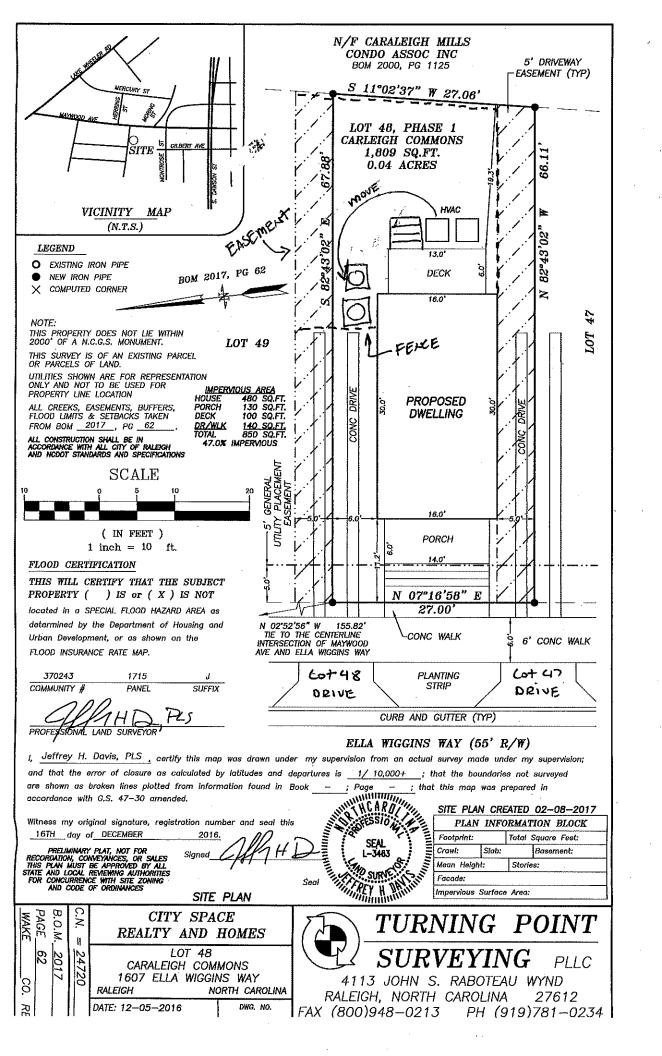
Problem:

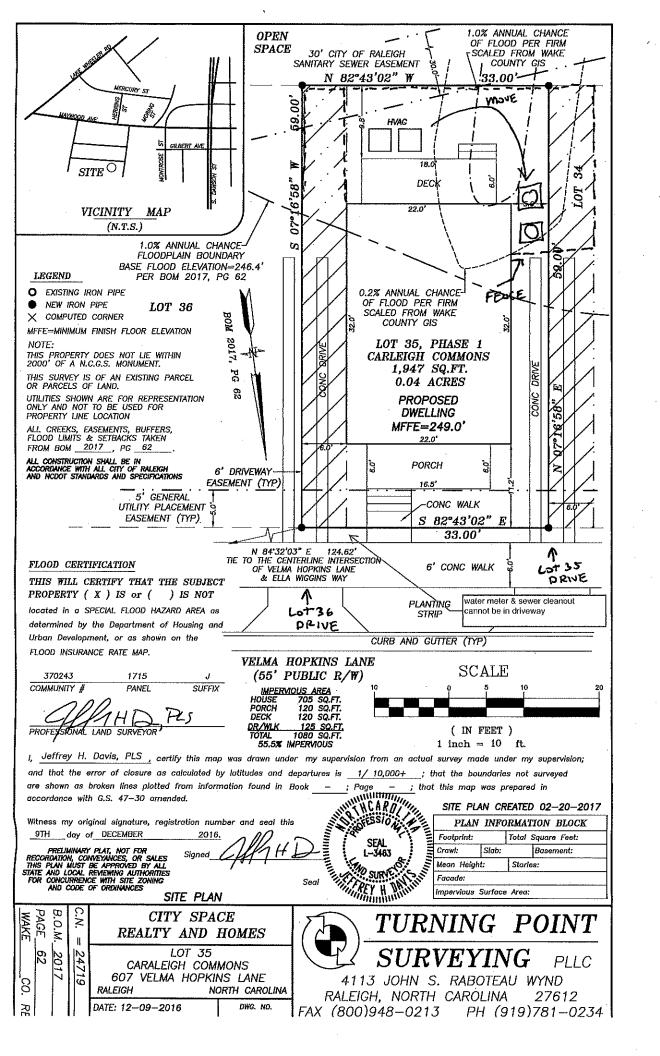
The exterior spaces of Dorothea Gardens and Caraleigh Village are carefully planned for the screening and placement of utilities. You can see from the attached graphic that all the trash cans, HVAC compressors, and gas meters are intended to be placed behind fencing between the houses.

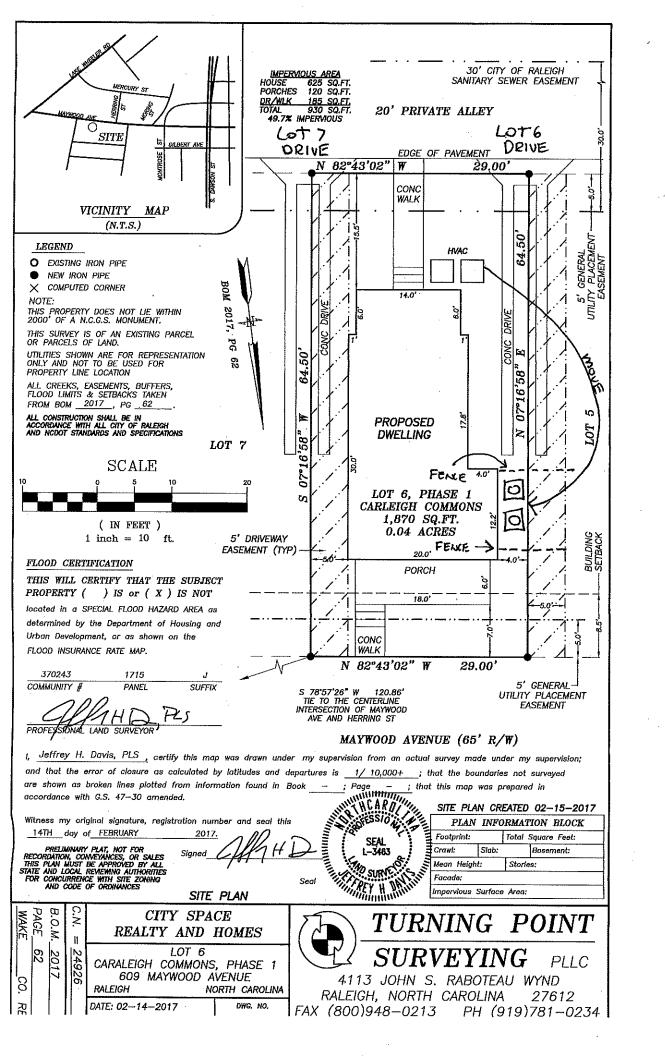
We would like to place the HVAC compressors in between the houses as was done at Dorothea Gardens, but the section 1.5.2.a of the UDO requires the HVAC compressors to be placed no closer than 3' to the property line of an adjacent house. The houses are only 11' apart with the official property line in between, so it is not possible to comply with this code.

Justification:

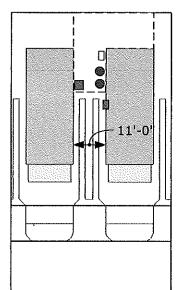
- **Lack of available space** The lots are very small. There is no room at all in the front of the houses and the backs have very small yards, some as small as 14x16. Even with a very small deck at the rear of the house, having HVAC compressors in back would virtually eliminate any usable yard space. This leaves only the unused portions of the side yards
- "Zero lot line" Easements A critical component of this design concept is that each house receives a driveway and courtyard easement on one side of the house and provides one on the other side. This effectively creates a zero lot line, but not for code purposes such as the HVAC placement.
- **Mutually beneficial agreements** Each of these easement agreements specifically approves and requires the placement of the HVAC in between the properties. This allows all of the owners in the development to make better use of their lots and have usable back yards. Everyone provides a side yard space and gets the benefit of a bigger back yard as a result.
- **Proven concept** Dorothea Gardens has provided a real word testing ground for this method. Having the HVAC units in the otherwise underutilized spaces between the houses has worked well in this successful development.
- **Unique Situation** Caraleigh Commons is Planned Design District. By definition, it has a unique zoning code. To receive this approval we were required to submit detailed plans for review including the site plans, setbacks, utility screening, driveways placements, easements, and even architectural standards. Approval of a variance in this very specialized situation should not set a precedent for other developments in standard zoning districts.







Fenced Yards, Screening, Utilities and trash



Condition 1: Front entry driveway

Fenced areas

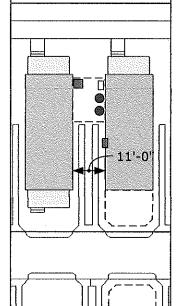
Gas Meter

HVAC Compressors

Electric Meter

Roll out

trash receptical

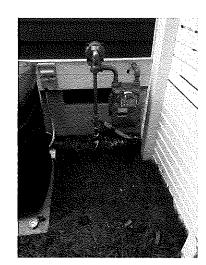


Condition 2: Rear entry driveway

Rear entry driveway with Bump out Condition 3:

Example of condition 2 showing compressors





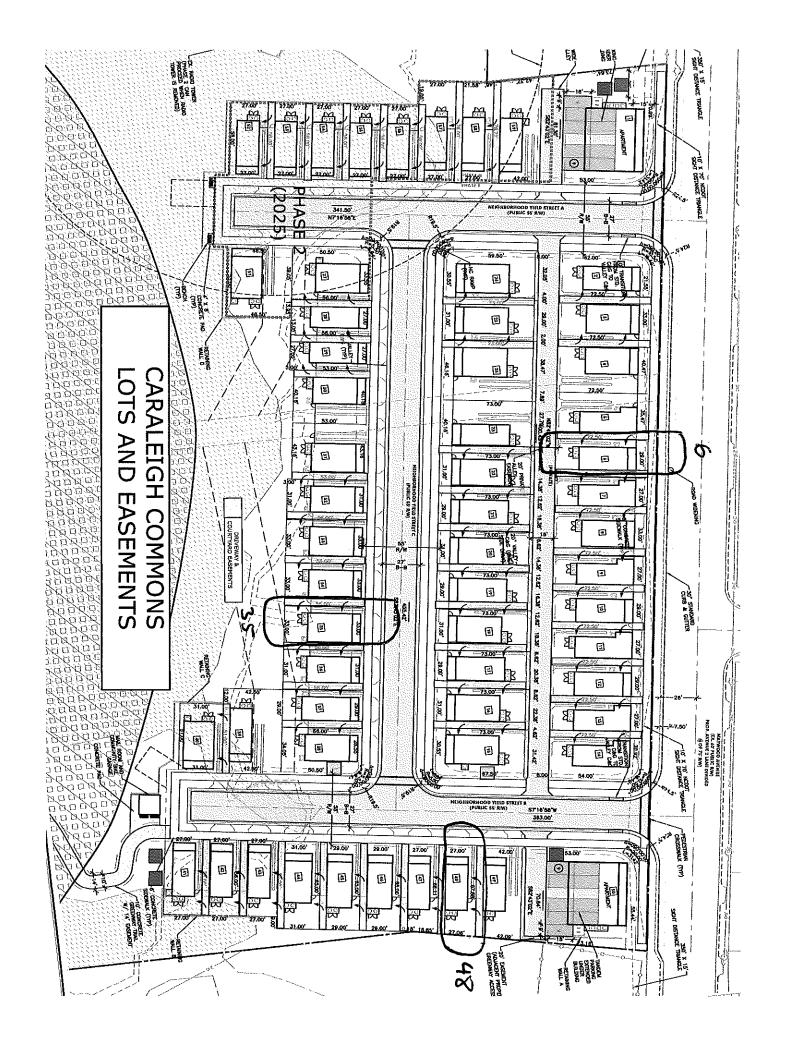
Example of condition 2 showing gas meter between fence and compressors

CITYSPACE HOMES LLC

514-338 DANIELS STREET RALEIGH NC 27605 Richard-CitySpace@nc.rr.com 919.271.1021

Caraleigh Commons

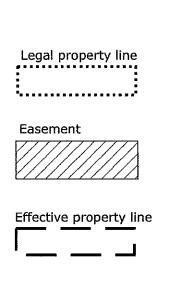
Utility Screening

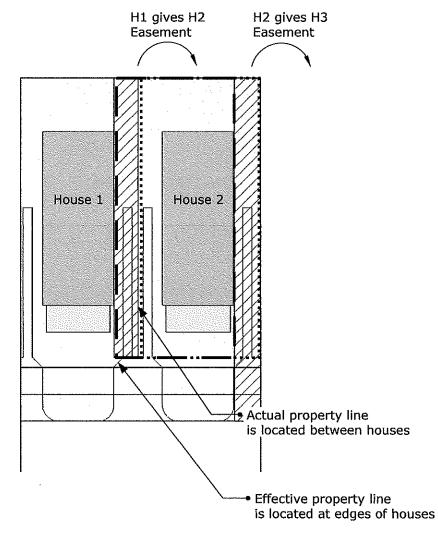


Driveway and Courtyard Easements in Caraleigh Commons

The houses in Caraleigh Commons follow a layout originally approved at Dorothea Gardens. While the legal property lines are located between the houses, easements are used to effectively create zero lot lines allowing for driveways between the houses.

Each house receives a driveway/courtyard easement on one side and grants the same easement on the other side.





CITYSPACE HOMES LLC

514-338 DANIELS STREET RALEIGH NC 27605 Richard-CitySpace@nc.rr.com 919.271.1021 **Caraleigh Commons**

Driveway & Courtyard Easements

WAKE COUNTY, NC LAURA M RIDDICK REGISTER OF DEEDS PRESENTED & RECORDED ON 01-26-2017 AT 16:01:37

BOOK: 016678 PAGE: 01350 - 01361

Prepared by and return to: Benjamin H. Hervey Hervey & Hervey, P.A. 1143 Executive Circle, Suite H Cary, North Carolina 27511

STATE OF NORTH CAROLINA

DECLARATION OF EASEMENTS FOR CARALEIGH COMMONS BOOK OF MAPS 2017, PAGES 61 AND 62

COUNTY OF WAKE

THIS DECLARATION made this <u>2600</u> day of January, 2017 by Caraleigh Village, LLC, a North Carolina limited liability company (hereinafter collectively called "Declarant").

WITNESSETH:

Whereas, Declarant owns those certain tracts or parcels of land commonly known as Lots 2 through 22, 24 through 26, 28 through 49, and 51, Caraleigh Commons, Raleigh, Wake County, North Carolina, recorded in Book of Maps 2017, pages 61 and 62, Wake County Registry (the "Property").

Whereas, Declarant desires to establish certain easements over the Property for courtyard and driveway purposes, as further described on Exhibit A attached hereto, for the benefit of the Benefited Lots (as defined below).

Now, Therefore, in consideration of the Property and the sum of One Dollar and other good and valuable consideration received by Declarant, Declarant does hereby declare, convey, dedicate and restrict the Property, to the following:

- 1. The foregoing recitals shall continue as an integral part of this Declaration, and this Declaration shall be construed in light thereof.
- 2. Declarant hereby grants, bargains and conveys to each Benefited Lot Owner (as said term is defined in Section 3 below) and his respective heirs, successors and assigns, the perpetual and non-exclusive easement ("Easement") as more particularly set forth on the attached Exhibit B, upon, over and across those portions of property located on the Burdened Lots (as said term is defined in Section 3 below) for the purposes of ingress, regress, installation, use and



maintenance of landscaping, gardens, HVAC units, placement and use of lawn furniture and garden ornaments, vehicular parking, fence construction, and any other recreational uses that are not otherwise prohibited herein.

3. Each Easement is more particularly described and set forth on the Attached Exhibit B, with each respective Benefited Lot and Burdened Lot being specifically identified as:

Burdened Lots	Benefited Lots
3	
4	3 6
5	6
6	7
7	8
8	9
9	10
10	11
11	12
12	13
13	14
16	15
17	16
18	17
19	18
20	19
21	20
22	20 21
24	25
25	26
28	51
29	28
30	29
31	32
32	33
33	34
34	35
35	36
36	37
37	38
39	40
42	41
43	42
44	43
45	44
46	45
47	46
48	47

49 48

- 4. Each Owner of a Benefited Lot shall be responsible for all maintenance required within the Easement, including, but not limited to, the responsibility to maintain such area in a good, clean, orderly and attractive condition and repair. Said maintenance responsibility of Benefited Lot Owners also applies to any fences within the Easements.
- 5. In addition to the use restrictions set forth in the Declaration of Covenants, Conditions, Easements and Restrictions for Caraleigh Commons to be recorded in the Wake County Registry, the Owner of a Lot to which an easement has been granted shall not perform any activities within the Easement that will interfere with the use and enjoyment of the dwelling of a Burdened Lot Owner, or that would adversely affect the Burdened Lot and/or the Owner and occupants of said Burdened Lot. Further, no use of the Easement shall block the view of any window of the Burdened Lot.
- 6. Notwithstanding anything contained herein to the contrary, there is here by reserved, and to the extent necessary, granted, bargained and conveyed, to each Burdened Lot Owner, and his respective, heirs successors and assigns, the perpetual and non-exclusive easement to enter upon the respective Easement for the limited purpose of the performance of such owner's inspection, maintenance and repair responsibilities with respect to his lot and the dwelling located thereon; provided however that such owner shall have no obligation to inspect, maintain or repair any improvements within the Easement. In each instance the Burdened Lot Owner is required to enter upon the Easement to perform the required inspections, maintenance or repairs; such work shall be performed so as to cause the least damage, interference, and/or disruption of the improvements located on the Easement. Upon completion of every such instance of entry into the Easement, the Burdened Lot Owner shall fully restore the Easement to no less than its appearance and condition that existed immediately prior to the commencement of such entry. Except in the event of emergencies, this right and easement is to be exercised only during normal business hours and, whenever practical only upon advance notice to the Benefited Lot Owner.
- 7. Each Lot Owner shall indemnify and hold the other Lot Owners harmless, except for loss or damage resulting from the acts or omissions of such indemnified person, from and against and damage, claim, loss, liability and expense in connection with the loss of life, bodily injury and property damage arising out of any occurrence in or upon the other Owner's Lot, or occasioned by any negligent or intentional act or omission of the indemnifying Owner.
- 8. That these declarations and courtyard and driveway easements shall run with the land and be binding on the successors and assigns of said tracts of land set out above.
- 9. That these declarations and courtyard driveway easements cannot be amended or changed, without the prior written consent of the respective Owners of said tracts.
- 10. By accepting the deed to their property, each Owner agrees to be bound by the terms and obligations set forth in this Declaration. The indemnities provided for in Section 7 shall survive each Owner's period of ownership indefinitely.

In Testimony Whereof, Declarant has executed this Declaration of Courtyard and Driveway Easement as of the day and year first above written.

[SIGNATURE AND NOTARY PAGE FOLLOWS]

Caraleigh Village, LLC, a North Carolina limited liability company	
By Richard L. Johnson II, Manager	
STATE OF NORTH CAROLINA:	
COUNTY OF Wake:	
I, the undersigned Notary Public of the County and State aforesaid, certify that Richard I Caraleigh Village, LLC, a North Carolina limited liability company, personally appears acknowledged the execution of the foregoing instrument on behalf of the limited liability of	d before me this day one
Witness my hand and official stamp or scal, this Zoth day of January 12017	
BENJAMIN H. HERVEY NOTARY PUBLIC WAKE COUNTY, NC My Commission Expires 9-7-2018 My Commission Expires: 9-7-2018	7-2018

ADAMS, KEITH TYRELL	1535 CARALEIGH MILLS CT APT 221	RALEIGH NC 27603-6458
ALLEN, CLINT	1047 MICA LAMP CT	APEX NC 27502-4903
BACHRACH, ANDREA L	1555 103 CARALEIGH MILLS CT	RALEIGH NC 27603-6459
BARRICK, TYLER D BARRICK, GINGER W	1535 CARALEIGH MILLS CT APT 137	RALEIGH NC 27603-6454
BBC MAYWOOD PROPERTIES LLC	301 FAYETTEVILLE ST UNIT 2808	RALEIGH NC 27601-2177
BEAU CHENE LAND & TIMBER CO	1510 FAIRVIEW RD	RALEIGH NC 27608-2528
BENNETT, KATHLEEN	1535 CARALEIGH MILLS CT APT 133	RALEIGH NC 27603-6454
BENNETT, SAMUEL J	1535 CARALEIGH MILLS CT APT 117	RALEIGH NC 27603-6452
BIELEC, ADRIENNE S	1535 103 CARALEIGH CT	RALEIGH NC 27603-6451
BLAYLOCK, DEREK C	1535 CARALEIGH MILLS CT APT 206	RALEIGH NC 27603-6456
BLIGHT, MICHAEL J BLIGHT, SHERRI S	220 DEVANE ST	FAYETTEVILLE NC 28305-5061
BOUTON, JEFF S	1535 CARALEIGH MILLS CT APT 105	RALEIGH NC 27603-6451
BURKETT, LAURA E	1535 CARALEIGH MILLS CT APT 217	RALEIGH NC 27603-6457
CARALEIGH 119 LLC	4108 OAK PARK RD	RALEIGH NC 27612-5625
CARALEIGH 144 LLC	4108 OAK PARK RD	RALEIGH NC 27612-5625
CARALEIGH MILLS CONDO ASSOC INC	1535 CARALEIGH MILLS CT APT 113	RALEIGH NC 27603-6452
CARALEIGH VILLAGE LLC	2901 TIMPANI TRL	APEX NC 27539-3621
CLAYTON, TANYA WHETZEL, STEVEN	3640 MILL RUN	RALEIGH NC 27612-5218
COPLEN, SUSAN KAY	1535 CARALEIGH MILLS CT APT 130	RALEIGH NC 27603-6453
COWLEY, LISA M	1535 CARALEIGH MILLS CT APT 213	RALEIGH NC 27603-6457
•	1535 CARALEIGH MILLS CT APT 209	RALEIGH NC 27603-6456
DAVIDIAN, DANIEL K DAVIDIAN, TRACY L	1535 CARALEIGH MILLS CT APT 225	RALEIGH NC 27603-6458
DEIHL, JENNIFER J	1535 CARALEIGH MILLS CT APT 126	RALEIGH NC 27603-6453
	480 CENTRAL PARK W	NEW YORK NY 10025-3355
	315 S BOYLAN AVE	RALEIGH NC 27603-1907
ECKENRODE, KYLE	1535 CARALEIGH MILLS CT APT 108	RALEIGH NC 27603-6451
FINLEY, JACK EDWARD GRAYSON, WILLIAM	1535 CARALEIGH MILLS CT APT 226	RALEIGH NC 27603-6458
	4322 W LONGMEADOW CT	PEORIA IL 61615-8926
GRAY PROPERTIES OF NC LLC	PO BOX 1126	DUNN NC 28335-1126
GROSS, EDWARD R	1535 CARALEIGH MILLS CT APT 124	RALEIGH NC 27603-6453
HAGLUND, SEAN FREEMAN, ABBEY	1535 CARALEIGH MILLS CT APT 109	RALEIGH NC 27603-6451
HANLEY, MICHAEL T HANLEY, SUSAN M	1535 CARALEIGH MILLS CT APT 131	RALEIGH NC 27603-6454
HAWKEYE PROPERTIES LLC	4971 SALEM GLEN BLVD	CLEMMONS NC 27012-9343
HILL, JAMIE	1535 212 CARALEIGH MILLS CT	RALEIGH NC 27603-6457
HOLLIES, ERIC	1535 CARALEIGH MILLS CT APT 230	RALEIGH NC 27603-6458
HOWELL, WEBB CALDWELL IV	1535 CARALEIGH MILLS CT APT 229	RALEIGH NC 27603-6458
JAENICKE, STEPHEN JAENICKE, LAURA	108 SOUTHWIND REACH	PEACHTREE CITY GA 30269-2231
JC LANDMARK PROPERTIES LLC	PO BOX 12333	Raleigh NC 27605
JOHNSON, BENJAMIN CHRISTOPHER	1214 GIFFORD CT	CARY NC 27511-5113
JONES, ELEANOR THOMAS	1535 CARALEIGH MILLS CT APT 118	RALEIGH NC 27603-6452
JONES, NATHANIEL ANDREW	1555 CARALEIGH MILLS CT APT 104	RALEIGH NC 27603-6459
KRAFTHEFER, KEVIN M	1535 CARALEIGH MILLS CT APT 232	RALEIGH NC 27603-6458
LAKE, SHERWIN C LAKE, JOYCE D	6525 WATERFALLS DRIVE	WAKE FOREST NC 27587
LASSITER, TRAVIS HEALEY, SARAH	1535 CARALEIGH MILLS CT APT 123	RALEIGH NC 27603-6453
LAWSON, MICHAEL J JR	1535 CARALEIGH MILLS CT APT 202	RALEIGH NC 27603-6456
LOWY, ANDREW PATRICK	417 S HILL ST APT 401	LOS ANGELES CA 90013-1283
LUMPKIN, WILLIS GREEN BLIZZARD, PAME	1535 140 CARALEIGH MILLS CT	RALEIGH NC 27603-6454
MACK, ANNIE /TR	1535 111 CARALEIGH MILLS CT	RALEIGH NC 27603-6452
MAKGILL, DIANE C	1535 CARALEIGH MILLS CT APT 141	RALEIGH NC 27603-6455
MARTIN, RICHARD H III MARTIN, JODY	81332 CHENEL RD	FOLSOM LA 70437-5410
MASON, JULIA BUDJAN	1535 CARALEIGH MILLS CT APT 120	RALEIGH NC 27603-6452
MCLAUGHIN, BRENDAN JAMES	1535 138 CARALEIGH MILLS CT	RALEIGH NC 27603-6454
MEANEY, KATHLEEN T	1535 CARALEIGH MILLS CT APT 219	RALEIGH NC 27603-6457
MELLIN, DAVID P	1535 CARALEIGH MILLS CT APT 142	RALEIGH NC 27603-6455
•	1515 CARALEIGH MILLS CT # 120	RALEIGH NC 27603-6442
MONTGOMERY, JOHN DAVID PARRY, SUS.		RALEIGH NC 27603-6454
MORRIS, MATTHEW M MORRIS, JENNIFEF		RALEIGH NC 27603-6458
MOSLEY, CHRISTOPHER T MOSLEY, LESLIE		RALEIGH NC 27603-6451
MITEDRY-HILL EMERCON BOCHA CLATIO	1535 CARALFIGH MILLS OT ART 330	RALFIGH MC 27602_6457

Maiing List for 1607 Ella Wiggins, 607 Velma Hopkins, 609 Maywood Variance

STEPHENSON, SHAWN MICHAEL	1535 CARALEIGH MILLS CT APT 233	RALEIGH NC 27603-6458
STEWARD, JEREMIAH JEROME LOPEZ, NO	1535 210 CARALEIGH MILLS CT	RALEIGH NC 27603-6456
STURM, RHONDA L	204 KNIGHTSBRIDGE DR	MUNDELEIN IL 60060-3243
TESTERMAN, ERIC LANE	2336 PERSIMMON RIDGE DR	RALEIGH NC 27604-1452
THOMAS, BENJAMIN THOMAS, THOMAS J	1535 CARALEIGH MILLS CT APT 147	RALEIGH NC 27603-6455
TILLEY, LISA GRAY	1535 CARALEIGH MILLS CT APT 121	RALEIGH NC 27603-6453
VANDERHORST, CURT C VANDERHORST, N	1535 CARALEIGH MILLS CT APT 208	RALEIGH NC 27603-6456
VESPER, PAMELA MARY	1535 CARALEIGH MILLS CT APT 222	RALEIGH NC 27603-6458
VINZANI, GILL T VINZANI, CATHERINE O	5904 BAIRD DR	RALEIGH NC 27606-9444
WISHART, CRAIG G TRUSTEE	408 BUCKINGHAM RD	PITTSBURGH PA 15215-1555
YOUNGLESON, ERICA	1535 CARALEIGH MILLS CT APT 112	RALEIGH NC 27603-6452